

2-0002

Dr. H. L.

County of Gloucester the
Superior Court
and

Gloucester County Probation
Department

1982-1983 Gloucester County Probation Collective Agreement

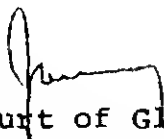
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X - January 1, 1982 - December 31, 1983

Article I - Agreement

This Agreement is entered into this 7 day of  1981, by and between the Judges of the Superior Court of Gloucester County, New Jersey, (hereinafter referred to as the "Judges") and the Gloucester County Probation Officers' Association, (hereinafter referred to as the "Association").

Article II - Recognition

The Judges hereby recognize the Association pursuant to Chapter 123 of the Laws of 1974, as amended, as the sole and exclusive representative of only the Senior Probation Officers and Probation Officers of the Gloucester County Probation Department, (hereinafter referred to collectively as "probation officers") to negotiate matters relating to salaries and terms and conditions of employment pursuant to the provisions of the N.J.S.A. 2A:168-1 et. seq..

Article III - SalariesSection 1

Effective January 1, 1982, salary ranges for probation officers shall be as follows:

<u>Title</u>	<u>Minimum</u>	<u>Maximum</u>
Senior Probation Officer	\$14,000	\$26,000
Probation Officer	12,000	21,557

Section 2

Effective January 1, 1982 each probation officer (unless Section 5 below is applicable) shall receive a salary adjustment of \$1,650 added to the officer's base salary in existence on December 31, 1981.

Section 3

Effective January 1, 1983 salary ranges for probation officers shall be as follows:

<u>Title</u>	<u>Minimum</u>	<u>Maximum</u>
Senior Probation Officer	\$14,500	\$27,000
Probation Officer	12,500	21,557

Section 4

Effective January 1, 1983 each probation officer (unless Section 5 below is applicable) shall receive a salary adjustment of \$1,750 added to the officer's base salary in existence on December 31, 1982.

Section 5

Any probation officer having less than six months service as a probation officer in Gloucester County as of December 31st of each year shall receive only the amount of the new minimum salary.

Article IV - AutomobilesSection 1

Probation officers who are required to use their private vehicles on Probation Department business shall be reimbursed at the rate of nineteen cents (\$.19) per mile. Probation Officers who use their private vehicles shall keep monthly records specifying the dates and use, points of travel, mileage traveled, and shall sign and transmit the records to the Chief Probation Officer.

Section 2

If, during the term of this agreement, the Gloucester County mileage reimbursement exceeds 19¢, the probation officers shall be entitled to receive that higher rate.

Article V - Education AwardsSection 1

Effective July 1, 1982 a lump sum payment of Seven Hundred Dollars (\$700.00) shall be paid to each officer who has his or her Master's or Doctorate Degree from an accredited college or university in Sociology, Psychology, Criminology, Criminal Justice, Corrections, Social Work, Public Administration or a field of study related to probation as determined by the Chief Probation Officer and approved by the Judges. The same amount will be paid effective July 1, 1983.

Section 2

The decision of the Chief Probation Officer and the Judges as to the fields of study eligible under this Article shall be final and not subject to further appeal.

Article VI - Tuition Reimbursement

Probation officers may request to receive tuition reimbursement for courses taken at the graduate level in accordance with the requirements established by the Gloucester County Administrator under the existing County program.

Article VII - Supper Allowance

Probation officers who are required to remain on duty through the supper hour (6:00 P.M.), shall receive a supper allowance of up to Five Dollars and Fifty Cents (\$5.50).

Reimbursement shall be made after submission of a voucher and a receipt in accordance with the provisions of N.J.S.A. 2A:168-8.

Article VIII - Damaged Clothing

A probation officer shall be entitled to reimbursement for clothing damaged while in the course of duty.

Article IX - Promotions

Section 1

Each probation officer receiving a promotion to a higher classification shall receive a salary adjustment of One Thousand Dollars (\$1,000.00) added to the officer's base pay.

Section 2

When the Chief Probation Officer and the Superior Court Judges decide that a promotion is required for proper administration and operation of the Probation Department, notwithstanding the existence of other department conditions and circumstances, such promotion shall be made consistent with all applicable Civil Service Rules and Regulations.

Article X - Holidays

Section 1

Probation officers shall be entitled to all legal Holidays and such other days off as shall be determined by the judiciary. Pursuant to N.J.S.A. 36:1-1, these legal holidays shall include:

January 1st.	New Year's Day
January 15th.	M. L. King's Birthday
February 12th	Lincoln's Birthday
3rd Monday in February.	Washington's Birthday
Last Monday in May.	Memorial Day
July 4th.	Independence Day
1st Monday in September	Labor Day
2nd Monday in October	Columbus Day

November 11th. Armistice or Veteran's Day
4th Thursday in November Thanksgiving Day
December 25th. Christmas Day
Good Friday and General Election Day.

They shall also receive such other holidays as any other County employees, when approved by the Judiciary.

Section 2

If any probation officer is required to work a legal holiday, or other day off approved by the Judiciary, the officer shall be granted an equivalent amount of time off.

Article XI - Vacation and Other Leave Credits

Section 1

Pursuant to R. 1:30-5(b), probation officers of the Gloucester County Probation Department shall receive the same vacation and sick leave credits as are provided generally to other employees of the Probation Department. If during the term of this agreement the County grants to its employees any additional vacation or sick leave credits, such credits shall simultaneously be awarded to the probation officers.

Section 2

Probation officers shall receive the benefit of any County established plan for payment for unused sick leave upon retirement.

Section 3

Probation officers shall enjoy the same use of Personal Leave granted to other employees of the Probation Department.

Article XII - Health and Welfare Benefits

Probation officers shall continue to be provided with all health and welfare benefits presently granted to Gloucester County employees. The benefits include, but are not limited to, a non-contributory medical health insurance plan and a non-contributory major medical insurance plan. If during the term of this agreement, the County grants to these employees generally, any additional health and welfare benefits, such as an optical, drug or dental plan, disability, or provides any expanded coverage, such benefits shall simultaneously be awarded to probation officers.

Article XIII - Liability InsuranceSection 1

The County of Gloucester acknowledges that it is primarily responsible for insurance liability coverage of Probation Officers during the course of their official duties. To that end, it agrees to provide the following types of insurance coverage.

Section 2

Automobile Liability - Those probation officers operating County vehicles will be covered by a County automobile liability policy which will offer them protection while in the course of their duties.

Section 3

The County of Gloucester will maintain a general liability policy of insurance which will cover probation officers for tortuous damage to others arising from negligence committed by the probation officer during the course of their

official duties.

In addition, the County of Gloucester will hold harmless the probation officers from tortuous damage to others arriving from acts committed by the Probation Officers during the course of their official duties. Nothing herein shall prohibit the County of Gloucester from entering into any contract of insurance to insure any probation officer's tortuous action. Where a policy of insurance is not in effect or the damages sought exceeds the policy limit, the County of Gloucester reserves the right to assign counsel on behalf of the probation officer affected. Likewise, no probation officer, without the consent of the County of Gloucester shall agree to pay any sum or sums or affect any other settlement of the dispute or claim arising out of the alleged tortuous action. In all such actions covered by the provisions of this section the probation officer shall be required to extend his full cooperation to the County of Gloucester or the County's designee(s).

Article XIV - Grievance Procedure

As authorized by N.J.S.A. 34:13A-5.3 and in conformance with the provisions of P.E.R.C., Rules 19:12-5.3 and 19:12-5.4, the parties agree that a complaint or grievance of any probation officer relating to the interpretation, application or violation of policies, agreements and administrative decisions affecting them, if not otherwise provided for in law or in applicable rules and regulations having the force and effect of law, shall be settled in the following manner:

Step 1 - The grievance shall first be taken to the officer's immediate supervisor, who shall make an effort to resolve the problem within a reasonable period of time; within three (3) working days, if possible. At this level, a complaint or grievance need not be in writing. The time limit in this step may be extended by mutual consent;

Step 2 - If not resolved at the aforementioned level, the grievance shall be put in writing, signed by the aggrieved officer, and submitted to the Chief Probation Officer, who shall acknowledge its receipt within three (3) working days and shall render a decision within seven (7) working days thereafter. In the case of absence of the Chief Probation Officer, the grievance may be handled by a designated assistant or it may proceed to the next step with the approval of both parties. The time limit in this step may be extended by mutual consent;

Step 3 - If the aggrieved officer is not satisfied with the decision of the Chief Probation Officer, the officer may choose, within ten (10) working days of the decision of the Chief Probation Officer, to utilize one of the following two (2) options:

- (a) The officer may appeal to the Civil Service Commission under the laws and rules governing the operation of that agency provided that the Commission agrees to hear the case; or,

(b) The officer may appeal to the Superior Court Judges, in which case the decision of the Judges shall be final and shall be rendered with reasonable promptness. The Judges may designate any Court employee other than the Chief Probation Officer, or a representative who is not an employee of the Courts, to hear and make recommendations to them for disposition.

All grievances and complaints that are related to Judicial policy and/or the authority of the Chief Justice, Supreme Court, Administrative Director of the Courts or the Assignment Judge under Rule 1:34-4, and any other applicable Statute or Court Rule, shall be limited to Step 3(b). In using the grievance procedure established herewith, an employee is entitled at each step to be represented by an attorney of his own choosing, or by a bona fide member of the Association designated to represent him pursuant to this Agreement.

Notwithstanding any procedures for the resolution of disputes, controversies or grievances established by any other statute, grievance procedures established by agreement between the public employer and the representative organization shall be utilized for any dispute covered by the terms of such agreement (N.J.S.A. 3A:13A-5.3).

Article XV - Savings Clause

In the event any Federal or State Law, or any determination having the force and effect of law (including

rules, regulations, or directives of the Chief Justice, Supreme Court of New Jersey, or Administrative Director of the Courts) conflicts with the provisions of this Agreement, the provision or provisions so affected shall no longer be operative or binding upon the parties, but the remaining portion of the Agreement shall continue in full force and effect. The parties will meet within 30 days to renegotiate the item so severed.

Article XVI - Conclusiveness of Agreement

This Agreement constitutes the final and complete understanding between the parties of all bargainable issues, subject to the right of the parties to reopen discussion on any such issue, but only by their mutual consent and upon the happening of some unforeseen event.

Article XVII - Duration of Contract

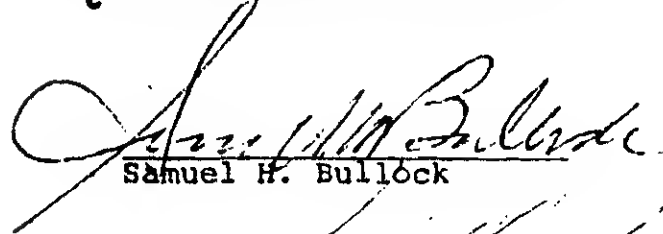
The provisions of this Agreement shall remain in full force and effect until December 31, 1983.

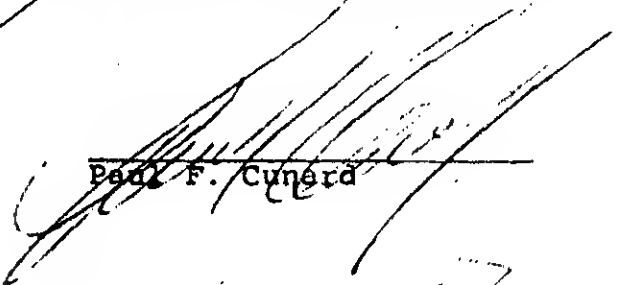
In witness whereof, the parties to this Agreement have affixed
their signatures this 7 day of January 1982.

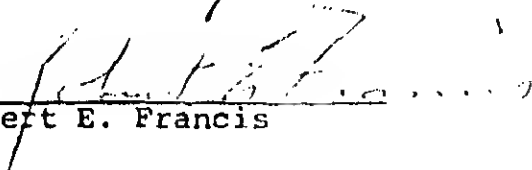
For The Judges

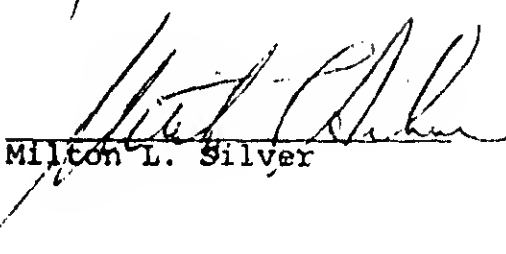

Samuel G. DeSimone


Ernest L. Alvino


Samuel H. Bullock



Paul F. Cunera

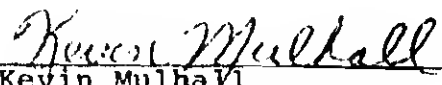

Robert E. Francis


Milton L. Silver

For The Association


Gary Odenbrett


Mick Wiler


Kevin Mulhall

PROBATION OFFICERS - CONTRACT OF 1982-83

II

<u>NAME</u>	<u>12/31/81</u>	<u>1/1/82</u>
BAILEY, J., PO	\$11,500	\$12,000
BANFF, T., PPO II	23,926	26,303
CANTWELL, L., Sr. PO	15,843	17,493
CANTWELL, M., PO	15,043	16,693
CARSON, A., PPO II	19,878	22,255
CASTALDI, R., Sr. PO	18,349	19,999
CHILA, M., PPO II	22,822	25,199
COOPER, S., PO	14,470	16,120
DAVIS, A., Sr. PO	15,370	17,020
DeMURO, J., PPO II	23,844	26,221
FISH, J., PO	14,470	16,120
GLASS, D., PO	11,500	13,150
HELBER, N., CPO	34,120	37,670
HESS, E., Sr. PO	19,904	21,554
JOHNSON, D., PO	11,500	12,000
KAFKA, R., Sr. PO	16,444	18,094
KEENEY, K., PO	14,470	16,120
KINNARNEY, S., Sr. PO	15,943	17,593
LYNCH, C., PPO II	22,822	25,199
McCAFFREY, C., PO	12,820	14,470
MEEKS, D., PO	11,500	13,150
MILES, R., PPO II	17,643	20,020
MOORE, H., Sr. PO	23,333	24,983
MORINA, M., PO	14,470	16,120
MULHALL, B., PPO II	24,616	26,993
MULHALL, K., PO	15,043	16,693
MULLIAN, S., PO	12,820	14,470
ODENBRETT, G., PO	15,043	16,693
OLCHOWY, J., PO	12,820	14,470
PARKER, A., Sr. PO	18,978	20,628
QUINTON, V., PO	12,820	14,470
RUFFIN, J., PO	11,500	12,000
SCHOLOING, J., Sr. PO	18,009	19,659
SPROCK, M., PO	12,820	14,470
STETSER, E., PPO II	27,316	29,693
STREMMEL, G., PO	12,820	14,470
SYKES, P., PO	12,820	14,470
WEITZEL, C., PO	14,470	16,120
WHITAKER, D., Sr. PO	16,344	17,994
WILER, M., PO	15,043	16,693

Anyone promoted from Probation Officer to Senior Probation Officer during the life of this contract will get an increment of \$1000.00.

Anyone promoted from Senior Probation Officer to Principal Probation Officer during the life of this contract will get an increment of \$1100.00.